# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:

March 9, 2010

[ X ] Consent [ ] Public Hearing

] Regular

Department:

**Housing and Community Development** 

Submitted By:

**Housing and Community Development** 

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with the Urban League of Palm Beach County in the amount of \$95,000 under the Community Development Block Grant Recovery (CDBG-R) Program. Funds will be used to provide foreclosure mitigation counseling to low- and moderate-income persons at its principal office located at 1700 N. Australian Avenue, West Palm Beach.

Summary: \$95,000 in CDBG-R funding was apportioned to the Urban League of Palm Beach County to operate a foreclosure mitigation counseling program for an estimated 400 families at-risk of losing their homes. The agency will offer counseling services and engage in negotiations with mortgage holders on behalf of its clients. The Agreement will be for the duration of one (1) year beginning on April 1, 2010 and ending March 31, 2011. Any funds not expended during that time will revert back to the County. These are Federal Community Development Block Grant Recovery funds that require no local match. (Countywide) (TKF)

Background and Justification: Palm Beach County Housing and Community Development (HCD) was the recipient of \$1,846,758 in CDBG-R funding from the U.S. Department of Housing and Urban Development (HUD) under the American Recovery and Reinvestment Act of 2009 (ARRA). The funding is geared primarily towards creating or retaining jobs and generating the maximum economic benefit for low- and moderate-income persons. The 11<sup>th</sup> Amendment to the Palm Beach County FY 2008-2009 Action Plan approved by the Board of County Commissioners on June 2, 2009 (R2009-0901) allocated \$95,000 of the \$1,846,758 in CDBG-R funding to public service activities. The funds are to be used to preserve jobs, promote economic recovery and to assist those impacted by the recession. All CDBG-R funds must be expended by the County by September 30, 2012. To ensure the timely expenditure of the funds, the Board is being requested to execute the sub-recipient agreement between the County and the Urban League of Palm Beach County.

#### Attachments:

1. Three (3) Origin	al Agreements with Certificate of Insurance	2
Recommended By	Department Director	426/2010 Date
Approved By:	Assistant County Administrator	3-4-2010 Date

## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs: External Revenues: Program Income (Coun In-Kind Match (County): NET FISCAL IMPACT: # OF ADDITIONAL FTE POSITIONS (Cumulativ		2011 	<u>2012</u>	2013	<u>2014</u>
Is Item Included In Curre	ent Budget?	YesX	No		
Budget Account #: Fund	d_1111_ Dept_	143_ Unit_	1425 O	bject <u>8201</u>	_
Prog	gram Code/Progra	am Period_E	BGR7/6y0	8	
B. Recommended So	urces of Funds/S	Summary of	Fiscal Imp	act:	
Approval of this ag Block Grant Reco	genda item will ap very Funds to the	propriate \$99 Urban Leag	5,000 of Co ue of Palm	mmunity De Beach Cour	velopment nty.
C. Departmental Fisca	al Review:				
Fiscal Man	3-2-10 ager I				
	III. <u>REVIE</u>	W COMMEN	ITS		
D. OFMB Fiscal and/o	r Contract Admi	nistration C	omments:		
OFN OFN	IB 3/2	Di	Contract De	velot v. and Cont	3/3//N rol ro
E. Legal Sufficiency:	09.0			complies with ou v requirements.	r
Senior Assistant C	3410 County Attorney				
F. Other Department I	Review:				
Departmen	t Director	_			

## AGREEMENT BETWEEN PALM BEACH COUNTY

#### URBAN LEAGUE OF PALM BEACH COUNTY, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Recovery (CDBG-R) Program and URBAN LEAGUE OF PALM BEACH COUNTY, INC., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 1700 N. Australian Avenue, West Palm Beach, FL 33407 and its Federal Tax Identification Number as 59-1533710.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Recovery Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended) and the American Recovery and Reinvestment Act of 2009 (ARRA); and

WHEREAS, Palm Beach County, in accordance with the FY 2008-09 Action Plan, and URBAN LEAGUE OF PALM BEACH COUNTY, INC. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **URBAN LEAGUE OF PALM BEACH COUNTY, INC** to implement such undertakings of the Community Development Block Grant Recovery Program.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, it is agreed as follows:

#### PART I

#### **DEFINITION AND PURPOSE**

#### 1. Definitions:

- (1) "ARRA" means the American Recovery and Reinvestment Act of 2009.
- (2) "County" means Palm Beach County.
- (3) "CDBG-R" means Community Development Block Grant Recovery Program of Palm Beach County.
- (4) "HCD" means Palm Beach County Housing and Community Development.
- (5) "Agency" means URBAN LEAGUE OF PALM BEACH COUNTY, INC.
- (6) "HCD Approval" means the written approval of the HCD Director or designee.
- (7) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (8) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

#### 2. Purpose:

The purpose of this Agreement is to state the covenants and conditions under which the Agency will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the beneficiaries of a project funded under this Agreement

must be low- and moderate-income persons.

#### PART II

#### SCOPE OF SERVICES

The Agency shall, in a satisfactory and proper manner as determined by HCD, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

#### PART III

# COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

#### Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of Ninety-five Thousand Dollars (\$95,000) for the period of April 1, 2010 through March 31, 2011. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the HCD Director at his discretion up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Agency to the HCD Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

#### 2. Time of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number B-09-UY-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Agency by March 31, 2011.

#### Method of Payment

The County agrees to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder.

Requests by the Agency for reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to HCD for approval no later than thirty (30) days after the date of payment by the Agency. Payment shall be made by the Palm Beach County Finance Department upon

proper presentation of invoices and reports approved by the Agency and HCD. Proof of payment and originals or copies of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. Invoices will not be honored if received by HCD later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the commencement date of this Agreement.

#### 4. Conditions On Which Payment Is Contingent

#### (1) Implementation of Project According to Required Procedures

The Agency shall implement this Agreement in accordance with applicable Federal, State, County and Local laws, ordinances, and codes and with the applicable procedures outlined in HCD Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, County and Local laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HCD. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

#### (2) Financial Accountability

The County may have a financial system analysis and/or an audit of the Agency or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Agency to fiscally manage the project in accordance with Federal, State and County requirements.

#### (3) Subcontracts

None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the HCD Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

#### (4) Purchasing

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the

procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

#### (5) Reports, Audits, and Evaluations

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

#### (6) Additional HCD, County, and U.S. HUD Requirements

HCD shall have the right under this Agreement to suspend or terminate payments until the Agency complies with any additional conditions that may be imposed by HCD, the County or U.S. HUD at any time.

#### (7) Prior Written Approvals - Summary

The following, among others, require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-county travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A; and
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

#### (8) <u>Program-Generated Income</u>

All income earned by the Agency from activities financed in whole or in part by funds provided under this Agreement must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. Such income shall only be used to undertake those activities authorized by this Agreement. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

#### PART IV

#### **GENERAL CONDITIONS**

#### Opportunities for Residents and Civil Rights Compliance

The Agency agrees that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, sex, sexual orientation, marital status, or gender identity and expression be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement.

Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. At a minimum, the Agency shall comply with Section 3 of the Housing and Community Development Act of 1968 (as amended).

## 2. Opportunities for Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small and minority/womenowned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

#### 3. Project Beneficiaries

At least 51 percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate-income persons. All beneficiaries of this agreement must be current residents of Palm Beach County. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 51 percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program.

The project funded under this agreement shall assist beneficiaries as defined above for the time period designated in Exhibit A of this Agreement. The Agency shall provide written verification of compliance to HCD upon HCD's request.

#### Uniform Administrative Requirements

The Agency agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

#### Evaluation and Monitoring

The Agency agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Agency agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Agency shall submit status reports required under this Agreement on forms

approved by HCD to enable HCD to evaluate progress. The Agency shall provide information as requested by HCD to enable HCD to complete reports required by the County or U.S. HUD. The Agency shall allow HCD, the County, or U.S. HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HCD or U.S. HUD.

#### 6. Audits and Inspections

At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

The Agency agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which HCD administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the agency is exempt from having an audit conducted under A-133, the Agency will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

#### 7. Reversion of Assets

Upon expiration of this Agreement, the Agency shall transfer to the County any CDBG-R funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-R funds. Any real property under the Agency's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG-R in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 until five years after expiration of the agreement, or, the Agency shall pay the County an amount equal to the current market value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

#### Data Becomes County Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Agency at any time upon request

by the County or HCD. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

#### 9. Indemnification

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Agency will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

#### 10. <u>Insurance</u>

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The Agency shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

#### (1) Commercial General Liability

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by the County's Risk Management Department. The Agency agrees this coverage shall be provided on a primary basis.

#### (2) Business Automobile Liability

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Agency shall agree this coverage shall be provided on a primary basis.

#### (3) Worker's Compensation & Employer's Liability

The Agency shall agree to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440. The Agency agrees this coverage shall be provided on a primary basis.

#### (4) Additional Insured

The Agency shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development." The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

#### (5) Certificate of Insurance

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement by the County and upon renewal or reduction of any required insurance. A minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

The certificate of insurance shall be issued to

Palm Beach County Board of County Commissioners c/o H.C.D. 100 Australian Avenue, Suite 500 West Palm Beach, FL 33406

#### (6) Right to Review and Adjust

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with HCD, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### 11. Maintenance of Effort

The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

#### 12. Conflict of Interest

The Agency shall comply with 24 CFR 570.611 which requires at a minimum that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be

employed by or subcontracted by the Agency. Any possible conflict of interest on the part of the Agency or its employees shall be disclosed in writing to HCD.

#### 13. <u>Citizen Participation</u>

The Agency shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Agency is undertaking in carrying out the provisions of this Agreement. Representatives of the Agency shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HCD.

#### Recognition

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The agency will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Agency will make a good faith effort to recognize HCD's support for all activities made possible with funds available under this Agreement.

#### 15. Agreement Documents

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement including its Exhibits
- (2) Office of Management and Budget Circulars A-87, A-110, A-122, A-128, and A-133
- (3) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990
- (4) Executive Orders 11246, 11478, 11625, 12372, 12432, the Davis-Bacon Act, Section 3 of the Housing and Urban Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended
- (6) The Drug-Free Workplace Act of 1988, as amended
- (7) Florida Statutes, Chapter 112
- (8) Palm Beach County Purchasing Ordinance
- (9) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended; Consolidated Plan Final Rule (24 CFR Part 91), as amended; 24 CFR Part 6; 24 CFR Part 49; and 24 CFR Part 85.
- (10) The Agency's Personnel Policies and Job Descriptions
- (11) The Agency's Articles of Incorporation and Bylaws
- (12) The Agency's Certificate of Insurance
- (13) Current list of the Agency's Officers and members of Board of Directors

- (14) Proof of Agency's 501(c)(3) certification from Internal Revenue Service (IRS)
- (15) Title XII of Division A of the American Recovery and Reinvestment Act of 2009 The Agency shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

#### 16. Termination and Suspension

In the event of termination, the Agency shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency, and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency is determined.

#### A. Termination for Cause

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

#### B. <u>Termination for Convenience</u>

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

#### C. <u>Termination Due To Cessation</u>

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

#### 17. Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

#### 18. Amendments

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, Local or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

#### 19. Notice

All notice required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Agency when delivered to its office at the address listed on Page One of this Agreement.

#### 20. <u>Independent Agent and Employees</u>

The Agency agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

#### 21. No Forfeiture

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

#### 22. Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Agency certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

23.	Counterparts Of This Agreement	
	This Agreement, consisting of twen	nty-two (22) enumerated pages including the
		ted in three (3) counterparts, each of which shall
		counterparts will constitute one and the same
	instrument.	counterparts will constitute one and the same
	mod differit.	
	WITNESS our Hands and Seals on the	day of, 20
ATTE	EST:	
	RON R. BOCK, Clerk and Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida
		BOARD OF COUNTY COMMISSIONERS
Rv.		Dve
-J. <u>-</u> _	Deputy Clerk	Burt Agronson, Chairperson BURT AARONSON
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Suffici		of Housing and Community Development
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UKBA	AN LEAGUE OF PALM BEACH COUNT	TY, INC., a Florida corporation
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An	ndrew Ashby, Board President	Palrick Franklin, Executive Director

(CORPORATE SEAL)

#### **EXHIBIT A**

## WORK PROGRAM NARRATIVE URBAN LEAGUE OF PALM BEACH COUNTY, INC.

#### I. The Agency agrees to:

- A. With principal offices located at 1700 N. Australian Avenue, West Palm Beach, FL 33407, provide a foreclosure mitigation counseling program to up to 400 unduplicated homeowners at risk of becoming homeless due to the current economic crisis. The foreclosure mitigation counseling program will include: an intake interview conducted by a housing counselor; preparation of a budget targeted to the specific individual being served, based on verifiable documentation of income, debt and expenses; completion of a written plan of action detailing appropriate steps to be taken by both the agency and the client to address the crisis; and annotations of progress made on each client file. The agency must also engage in negotiations on behalf of clients who are already delinquent with mortgage payments by acting as a representative of the homeowner, to be demonstrated by a written authorization form, and by drafting a letter to the current mortgage to establish repayment arrangements on existing loans. A mortgage default notice must be kept on the client file and all contact with the lender whether written or verbal must be documented. All client files must clearly show that the agency has provided the lender with all the necessary information to move forward with a workout plan.
- B. Provide service exclusively to current residents of Palm Beach County and ensure that at least fifty-one percent (51%) of beneficiaries assisted under this Agreement reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Program. The agency shall prove compliance through verifiable and authentic documents listing domicile (P.O. Boxes are not acceptable) and homeownership kept on file for each client.
- C. Ensure that at least fifty-one percent (51%) of all beneficiaries under the program are of low- and moderate-income. Low and moderate income status may be proved through income certification unless the beneficiaries of the program are classified as a CDBG presumed low and moderate income population (homeless, elderly, persons meeting the Bureau of Census definition of severely disabled, persons with AIDS, abused/neglected children, battered spouses, migrant farmworkers, and illiterate persons). Client eligibility determination must be maintained in client files.

For purposes of this agreement, the term "homeless family with children" is defined under 24 CFR 91.5 as the following: A family composed of the following types of homeless persons: at least one parent or guardian and one child under the age of 18; a pregnant woman; or a person in the process of securing legal custody of a person under the age of 18. 24 CFR 91.5 also defines a "homeless individual or homeless person" as a youth (17 years or younger) not accompanied by an adult (18 years or older) or an adult without children, who is homeless (not imprisoned or otherwise detained pursuant to an Act of the Congress or a State law), including the following:

- 1. an individual who lacks a fixed, regular, and adequate nighttime residence; and
- 2. an individual who has a primary nighttime residence that is -
  - a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
  - an institution that provides a temporary residence for individuals intended to be institutionalized; or
  - a public or private place not designed for, or ordinarily used as, a regular sleeping accommodations for human beings.

For all assistance offered to the severely disabled, persons eligible for reimbursement under this Agreement must meet the Bureau of Census definition of severely disabled. Persons are considered severely disabled if they:

- 1. use a wheelchair or another special aid for 6 months or longer;
- 2. are unable to perform one or more functional activities (seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs and walking), needed assistance with activities of daily living (getting around inside the home, getting in and out of bed or a chair; bathing, dressing, eating, and toileting) or instrumental activities of daily living (going outside the home, keeping track of money or bills, preparing meals, doing light housework and using the telephone);
- are prevented from working at a job or doing housework;
- have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia or mental retardation; or
- are under 65 years of age and are covered by Medicare or receive Supplemental Security Income (SSI).

Proof of disability status under this definition must be maintained in the client's program files be made available for monitoring purposes.

- D. Submit to HCD by the 10th of each month the Direct Benefit Activities form (Exhibit D) and Detailed Narrative Report (Exhibit E). The Direct Benefit Activities form will document the actual number and characteristics of clients served. The Detailed Narrative Report will include a summary of activities for the month, expenditure summary, constraints, and goal comparisons for all indicators referenced above.
- E. Provide HCD with verifiable timesheets (Exhibit F), payroll general ledger or distribution statements, and copies of paystubs for the housing staff reimbursed under this agreement. The timesheets should identify time spent on specific activities relating to the foreclosure mitigation counseling program.
- F. Submit monthly, in section B.2. of the Detailed Monthly Narrative Report, all program income received by the agency that is directly generated by activities carried out with funds made available under this Agreement. The use of program income shall comply with the requirements set forth at 24 CFR 570.504. These funds may be used during the period of the Agreement for activities permitted under the Agreement and shall reduce requests for additional funds by the amount of any such program income on hand. All unexpended program income shall be returned to HCD at the end of the Agreement period.
- G. Attest to the accurate completion of Exhibit G to this agreement, especially as it relates to obtaining and using all funds directly and/or indirectly received from Palm Beach County, and inform the County of any changes to the budget displayed on Exhibit G.
- H. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- Make a good faith effort to recognize HCD as a funding supporter in all publications and publicity as appropriate.
- J. Provide a drug and alcohol free environment by developing policies for and carrying out a drug free program in compliance with the Drug Free Workplace Act of 1988.

#### II. The County agrees to:

- A. Provide reimbursement to the Agency up to \$95,000 for designated deliverables, as identified in item I.A. above. Any additional salary or benefits paid pursuant to this agreement are the responsibility of the agency.
- B. Provide reimbursement to the Agency for provision of foreclosure mitigation counseling for up to 400 unduplicated households over the course of this agreement. Reimbursement shall be as follows:

SALARIED POSITIONS – JOB TITLES	COSTS					
Director	\$26,399					
Housing Counselor	\$21,610					
Clerical Specialist	\$20,941					
SALARIES TOTAL	\$68,950					
FRINGE BENEFITS						
FICA (7.65%)	\$5,275					
Workman's Compensation	\$3,473					
Unemployment Insurance	\$392					
Health Insurance	\$3,088					
Medicare	\$2,143					
FRINGE TOTAL	\$14,371					
OPERATING COSTS						
Program Expenses (Credit Reports)	\$1,849					
Program Supplies	\$1,362					
HUD-Sponsored Training Workshops	\$1,334					
Marketing & Advertising	\$7,134					
OPERATING TOTAL	\$11,679					
BUDGET TOTAL	\$95,000					

- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, may be conducted by HCD staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HCD on program activities.
- E. Assume the environmental responsibilities described at 24 CFR 570.604.

S:\PLANADMN\CDBG-R\SUBRECIP\2008-09\standardCDBG-R07rev100207.rtf

#### EXHIBIT B

#### LETTERHEAD STATIONERY

TO:

TO:	Edward W. Lowery, Director Housing and Community Development 100 Australian Avenue, Suite 500 West Palm Beach, FL 33406	
FROM:	Name of Subrecipient: Address: Telephone:	
SUBJECT:	INVOICE REIMBURSEMENT – R-2010-	
The expendit	ou will find Invoice #, requesting reimbursement in the amount of \$ tures for this invoice covers the period through of find attached documentation relating to the expenditures involved.	
	Approved for Submission	

#### EXHIBIT C

#### CLIENT MONTHLY ROSTER

Client Name / ID Number	Date Service Provided	Summary of Services Provided
	100 100	
+:		
0		
•		
	-	
	-0.254	
		E)
Total Clients Assisted I	Ouring Current	Reporting Period:
hat the annual Cart		
Agreement with FICE	rd are correct and . I further acknowledge of the contract of	I I hereby submit this report as documentary evidence for reimburseme owledge that all information herein is subject to verification by HCI
J.S. HUD or their agents.		
(Signature)		
(Signature)		(Date)

#### DIRECT BENEFITS ACTIVITIES

## EXHIBIT D Palm Beach County Housing and Community Development

Subrecipient/Pr	rogram Name:					Agreement: R	2010 Month/Yea	r Reported:							
						Total Numb	per of Individuals or Households Se	rved Who Are	:						
				Incom	ie:	Racial/Ethnic Characteristics:									
	TOTAL Number of Individuals	Over 80%	Moderate Income 51%-80%	Low Income 31%- 50%	Very Low Income	TOTAL		#To	otal	# H	ispanic	Female			
					<30%		Racial Category	This Month	YTD	This Month	YTD	Headed Households			
							White:								
	-19						Black/African American:				. lic cu-ir				
							Asian:								
10							American Indian/Alaskan Native:								
Total Unduplicated Number							Native Hawaiian/Other Pacific Islander:								
Served This Month:	*					*	American Indian/Alaskan Native & White:								
	N 25						Asian & White:								
Total Unduplicated	**					**	Black/African American & White:					1			
Number Served Year- to-Date							Am. Indian/Alaskan Native & Black African Am:	0.00							
(YTD):							Other Multi-Racial:					This Month			
							TOTAL	*	**			YTD			

Revised August 2007; Previous editions are obsolete.

<sup>\*</sup> These totals must agree.

<sup>\*\*</sup> These totals must agree with each other and be consistent with any previously submitted figures.

#### EXHIBIT E

#### DETAILED NARRATIVE REPORT

A. AGREE	MENTINE	ORMATION		
AGREEMENT NUM	BER: R2	010	D Month	Covered:
Agency:				
Address:				
Person Preparing Repor	rt:			
Signature and Title:				
Contract Effective Date	es:			
B.1. CONTRACT F	UNDING			
		Budgeted	Expended	Percentage
Total Project:		\$	\$	%
CDBG-R Funding:		\$	\$	%
ESGP Funding:		\$	\$	%
Other Funding:		\$	\$	%
Detailed expenditures for	or the period	<b>1</b> :		
B.2. DECLARATION	N OF PROC	GRAM INCOM	Œ:	
runding must be reported prorate the amount by the income may be retained funds to further support	ed below. Note the percentage of the Age of the activity	When calculating of the activity ency if the incontinuous interest in the incontinuous defined in the control of the control o	ng the amount of y being funded ome is treated a the Work Pro	anced with CDBG-R or ESGP of income earned by the activity, by CDBG-R or ESGP. Program as additional CDBG-R or ESGP ogram Narrative Section of the iration of the Agreement must be
		Received This Period		
Program Income:		\$	\$	
Source of Program Incom	me:			3
B.3. DESCRIBE AN	Y ATTEMP	TS TO SECUR	RE ADDITION	AL FUNDING:
A. HIGHLIGHTS O	F THE PEI	RIOD:		

B.

ACTIVITIES	BENEFICIARIES THIS PERIOD	BENEFICIARIES YTD	CONTRACT GOAL
Foreclosure Mitigation Counseling Program	a .		400

- C. NEW PROJECTS INITIATED OR SIGNIFICANT CHANGES IN OPERATION:
- D. PROBLEMS/CONSTRAINTS:
- E. TECHNICAL ASSISTANCE NEEDED AND/OR REQUESTED:

#### EXHIBIT F CDBG-R TIMESHEET

Month Reporting:			Dox	, Don	ad.																
William Reporting.		-	ra	y ren	ou						-		-		-						
						C	DBG	-R H	OUR	s wo	ORK	ED				inte-m-					TOTAL
TASKS	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
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			1		+	1			-				-					-		-	
													_		1			1			
																		1			
TOTAL CDBG-R HOURS																					
OTHER HOURS																					
TOTAL HOURS																					
E I IN OU DIN					2		_							_							
Employee's Name (Please Print)	mployee's Si	gnatu	re				Da	ite													
Supervisor's Name (Please Print)	upervisor's S	anat	180				Da	+				-		-							

#### EXHIBIT G

ORGANIZATION:			-			CONTACT	NAME:		na proof to the						
PROGRAM: FY 2009-10 PALM E	BEACH COUNT	Y CDBG-R				TITLE: PHONE:									
A. PERSONNEL EX	PENSES														
Salaries:															
	ETE	Annual Salary	% Alloc to <u>Program</u>	CDBG-R Funding	% Alloc to <u>Program</u>	ESGP Funding	% Alloc to <u>Program</u>	FAA <u>Funding</u>	% Alloc to <u>Program</u>	Indirect County Funding	% Alloc to <u>Program</u>	Other Funding (Please Specify)	% Alloc to <u>Program</u>	Other Funding (Please Specify)	Total
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0	127	\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Position)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
	0	\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0
Fringe Benefits:															
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)				\$0		\$0		\$0		\$0		\$0		\$0	\$0
(Benefit)			_	\$0		\$0		\$0		\$0		\$0		\$0	\$0
			,	\$0		\$0		\$0		\$0		\$0		\$0	\$0
Sub-Total Personnel	1		-	\$0		\$0		\$0		\$0	26	\$0		\$0	\$0
B. OPERATING COS	Te ,						,				()	\$0		40	40
1 Professional Fees															
	Audit														
	Fees			\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Other			\$0		\$0		\$0		\$0		\$0		\$0	\$0
	Other			\$0		\$0		\$0		\$0		\$0		\$0	\$0
2 Insurance				\$0		\$0		\$0		\$0		\$0		\$0	\$0
3 Supplies				\$0		\$0		\$0		\$0		\$0		\$0	\$0
4 Communications/	Postage/Shippir	ng		\$0		\$0		\$0		\$0		\$0		\$0	\$0
5 Occupancy				\$0		\$0		\$0		\$0		\$0		\$0	\$0
Subtotal Operating C	Costs		_	\$0	)	\$0		\$0	3%	\$0	-	\$0		\$0	\$0
C. ADMINISTRATIVE	COSTS			\$0		\$0		\$0		\$0	-	\$0		\$0	\$0
	TOTAL PROGR	RAM BUDGE	ΞT	\$0		\$0		\$0		\$0		\$0		\$0	\$0

CERTIFICATE OF INSURANCE	- 7/1 - 10000Sc.1	1	SSUE DATE	2/24/2010						
PRODUCER  Priscilla Taylor Insurance PO Box 8035	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.									
West Palm Beach, FL 33407	COMPANIES AFFORDING COVERAGE									
	COMPANY LETTER	Α	Nautilus Insurance Company							
INSURED	COMPANY LETTER	В	N/A							
Urban League of Palm Beach Co. 1700 North Australian Avenue West Palm Beach. FL 33407	COMPANY LETTER	С	N/A							
West Pain Beach, FL 33407	COMPANY LETTER	D	N/A							
	COMPANY LETTER	Ε	Nautilus Insurance Company							

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
Α	GENERAL LIABILITY	NC961565	12/11/2009	12/11/2010	GENERAL AGGREGATE	2,000,000
					PRODUCTS-COM/OP AGG.	Excluded
					PERSONAL & ADV. INJURY	Excluded
					EACH OCCURRENCE	2,000,000
					DAMAGE PREM RENTED TO YOU	50,000
					MED EXPENSE (Any one person)	5,000
В	PERSONAL LIABILITY			WAS TO THE PARTY OF THE PARTY O	COMBINDED SINGLE LIMIT	
					MEDICAL PAYMENTS TO OTHERS	
С	EXCESS LIABILITY				EACH OCCURRENCE	
				82	AGGREGATE	
D						
					,	
E	PROPERTY	NC961565	12/11/2009	12/11/2010	BUILDING	450,000
					CONTENTS	50,000
					LOSS OF USE	

DESCRIPTION OF OPERATIONS / VEHICLES / SPECIALTY ITEMS

Buildings or Premises office Not- For- Profit only, Mercantile - Sole Occupancy Only - Not Otherwise Classified - Moderate Susceptibility -- Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are named as additional insureds with respects to general liability.

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

SURPLUS LINES AGENT VIRGINIA C. PHILLIPS LICENSE# A206695

13577 FEATHERSOUND DRIVE PO BOX 17069 CLEARWATER, FLORIDA 33762

CERTIFICATE HOLDER

PALM BEACH COUNTY BOARD OF COMMISSIONERS c/o H.C.D.

100 AUSTRALIAN AVENUE SUITE 500 West Palm Beach, FL 33406

Should any of the above described policies be cancelled before the expiration date, the company shall endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives.

AUTHORIZED SIGNATURE

Vugue Philips

	ACORD CERTIFIC	ATE OF LIABIL	LITY INS	SURANC	E OPID E2	DATE (MM/DD/YYYY)
	DDUCER				URBAN-3	02/25/10
Br	own & Brown of Florida, Inc	3.	ONLY AND	CONFERS NO R	D AS A MATTER OF INF	IFICATE
	00 N. Andrews Ave. #300 O. Box 5727		HOLDER, T	HIS CERTIFICAT	E DOES NOT AMEND, EX	XTEND OR
	. Lauderdale FL 33310-5727		ALTER THE	COVERAGE AF	FORDED BY THE POLIC	IES BELOW.
	ione: 954-776-2222 Fax: 954-	776-4446	INCLIDEDS A	EEODDING COVE	PACE	NAIC#
-	JRED			INSURERS AFFORDING COVERAGE		
				Bridgefield Employ	rers Ins. Co+	10701
	Urban League of Palm Emanuel Ridgeway 1700 N. Australian Av West Palm Beach FL 33	Beach	INSURER B:			
	1700 N. Australian Av	re .	INSURER C:			
	West Palm Beach FL 33	407	INSURER D:			
CO	VERAGES		INSURER E:			
-	HE POLICIES OF INSURANCE LISTED BELOW HAVE BEE	IN ISSUED TO THE INISIDED MAKED A	DOVE FOR THE DO			
N	NY REQUIREMENT, TERM OR CONDITION OF ANY CON IAY PERTAIN, THE INSURANCE AFFORDED BY THE POL OLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN	TRACT OR OTHER DOCUMENT WITH F ICIES DESCRIBED HEREIN IS SUBJECT	RESPECT TO WHICH	HITHIS CERTIFICATE A	MAY BE ISSUED OR	
INSF	ADD'L INSRD TYPE OF INSURANCE		OLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMIT	'o
	GENERAL LIABILITY		(TE (MINI/DD/TTTT)	DATE (MM/DD/TTTY)	EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED	
	CLAIMS MADE OCCUR				PREMISES (Ea occurence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$
	POLICY PRO-				PRODUCTS - COMP/OP AGG	\$
	AUTOMOBILE LIABILITY					
	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$
	ALL OWNED AUTOS				BODILY INJURY	
	SCHEDULED AUTOS				(Per person)	\$
	HIRED AUTOS NON-OWNED AUTOS	:			BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
P. Leading	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				FAACC	\$
					OTHER THAN AUTO ONLY: AGG	
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	OCCUR CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					
	RETENTION \$	-				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU- OTH-	\$
A	ANY PROPRIETOR/PARTNER/EXECUTIVE 830	029606	12/08/09	12/08/10	E.L. EACH ACCIDENT	\$100000
	(Mandatory in NH)	5692323080	_, 55, 65	, 00, 10	E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	
	OTHER				E.E. DISEASE - POLICY LIMIT	\$ 30000
			*			
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / E	EXCLUSIONS ADDED BY ENDORSEME	NT / SPECIAL PROV	/ISIONS		
			- ESIAL PROV			
CEF	TIFICATE HOLDER		CANCELLATI	DN .		
-			CANCELLATIO			
					ED POLICIES BE CANCELLED	
PALMBE1 Palm Beach County Board of County Commissioners c/o H.C.D. 100 Australian Ave. Ste 500			DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN			
			NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL			
			IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR			
			REPRESENTATIVES.			
	West Palm Beach FL 334	106	n	.50		
ACC	PRD 25 (2009/01)		th	towe	ORATION. All rights	
	(=000/01)				\ ORATION. All rights	reserved.

**PROGRESSIVE** 

Progressive PO Box 94739 Cleveland, OH 44101 800-895-2886

Policy number: 02195048-6

Underwritten by: Progressive Express Ins Company March 1, 2010 Page 1 of 1

## **Certificate of Insurance**

Certificate Holder
PALM BEACH COUNTY BOARD OF
COMMISSIONERS C/O H. C. D.
100 AUSTRALIAN AVE #500
WEST PAIM REACH EL 33406

Insured

URBAN LEAGUE OF PALM

BEACH COUNTY

1700 N AUSTRALIAN AV

WEST PALM BEACH, FL 33407

Agent
PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jul 2, 2009	Policy Expiration Date: Jul 2, 2010		
Insurance coverage(s)	Limits		
Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit		
Uninsured Motorist	\$1,000,000 CSL Non-Stacked		
Personal Injury Protection	\$10,000 w/\$0 Ded - Named Insured Only		
Employer's Non-Owned Auto BIPD	\$1,000,000 Combined Single Limit		
Hired Auto Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit		

## Description of Location/Vehicles/Special Items

ocnequied autos only	
2002 FORD PASSENGER VAN 1FBSS31L12	HB06544
Medical Payments	\$5,000
2002 FORD PASSENGER VAN 1FBSS31L02	HB21116
Medical Payments	\$5,000

#### Certificate number

06010MR0048

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

JED Mouly

Form 5241 (10/02)